



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

*Hammond*

DAVID E. JANSSEN  
Chief Administrative Officer

May 11, 2004

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SALE OF COUNTY-OWNED REAL PROPERTY AND GRANT OF EASEMENTS TO  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
3301 EAST 1<sup>ST</sup> STREET, EAST LOS ANGELES  
(FIRST DISTRICT) (4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Certify that your Board, as a responsible agency under the California Environmental Quality Act (CEQA), has independently considered and reached its own conclusions regarding the environmental effect of the proposed Project (described below); approve the findings of the Los Angeles County Metropolitan Transportation Authority (MTA), as lead agency, in the Final Supplemental Environmental Impact Statement/Final Subsequent Environmental Impact Report and Modified Initial Study/Addendum (collectively "EIR", all of which are on file with the Executive Office) that the proposed Project does not result in significant adverse impacts, and that the Project will have less than significant impacts on the environment; determine that the EIR addresses the environmental impacts of the proposed Project, and find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency.
2. Find that the County has no present or future need for the portion of the property located at 3301 East 1<sup>st</sup> Street, East Los Angeles, as further identified in the agreement (Attachment A); approve and instruct the Chairman to sign the Attachment A agreement for the sale and grant of easements to the MTA for the property for the sum of \$482,045 and authorize the Chairman to sign the Attachment A Exhibits including: Quitclaim Deed (Exhibit B) and Temporary Construction Easement and Utility Easement (Exhibit C) all of which have been approved as to form by County Counsel.

The Honorable Board of Supervisors  
May 11, 2004  
Page 2

3. Approve the accompanying Declaration of Abandonment of Lands for Cemetery Purposes and of Intention to Remove Human Bodies Interred therein (Attachment B), allowing the County to proceed with the sale, and instruct the Executive Officer to arrange for the timely publication of Notice of Declaration of Abandonment of Lands for Cemetery Purposes and of Intention to Remove Human Bodies Interred therein, at least four times and in accordance with Health and Safety Code Section 8001.
4. Instruct the Auditor-Controller to deposit all of the proceeds paid by MTA into the Asset Development Implementation Fund as directed by the Chief Administrative Office (CAO).
5. Authorize the CAO to execute any other documents necessary to complete the sale and easement transactions, upon approval by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to sell real property located at 3301 East 1<sup>st</sup> Street, Los Angeles which has been determined to be surplus to the present and future needs of the County and to grant utility and construction easements thereon to MTA for the total amount of \$482,045. MTA in turn will use the property to widen East 1<sup>st</sup> Street (Project) at the proposed Eastside Light Rail's East Portal. This portal will be the point of ingress and egress for light rail cars traveling along the proposed light rail line as they surface or, for west bound traffic, proceed underground. The MTA proposes to locate a station stop just east of this portal near the intersection of 1<sup>st</sup> and Lorena.

As originally envisioned, the construction of the portal would have resulted in the elimination of both a west bound and eastbound vehicular travel lane along East 1<sup>st</sup> Street. The proposed redesign will maintain the current traffic lane configuration. This redesign can only be accomplished by taking a 30-foot portion of property along the entire length of the County's East 1<sup>st</sup> Street frontage.

The Honorable Board of Supervisors  
May 11, 2004  
Page 3

Additionally, during the course of construction a portion of the County's property will be required as a construction staging area. MTA represents that this need will be for a period of one year; however, the use could be extended upon payment of additional compensation to the County. Lastly, a small area will be required to place an overhead utility pole and supporting guy wire.

The CAO has evaluated the Project and MTA's offer of compensation and has concluded that the amount of compensation offered by MTA is equitable.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide the public with beneficial and responsive services (Goal 1). The timely transfer of this property will support MTA's efforts to construct the Eastside Light Rail Line which upon its completion will benefit the commuting public.

#### **FISCAL IMPACT/FINANCING**

The total compensation offered by MTA is \$482,045 which includes \$392,270 for the purchase of 14,862 square feet (configured as a 30-foot swath along East 1<sup>st</sup> Street) of real property; \$77,325 as compensation for the temporary construction easement to use a 31,093 square foot portion of the real property for a period of one year and; \$12,450 for the permanent utility easement over a 664 square foot portion of the real property for the purpose of installing a utility pole and support wire.

The terms of the grant of the temporary construction easement provide that in the event MTA needs the easement for more than one year, then the County would be paid \$6,500 monthly thereafter.

Proceeds from this transaction will be deposited into the Asset Development Implementation Fund.

The Honorable Board of Supervisors  
May 11, 2004  
Page 4

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The subject property is located in the Boyle Heights area of Los Angeles and was once part of Evergreen Cemetery which was owned, at one time, in its entirety by the City of Los Angeles. In 1917 the County purchased a 4.11 acre portion of the Cemetery which exists at the northwest corner of Lorena Avenue and 1<sup>st</sup> Street from the City. The Department of Health Services (DHS) has used the property to operate a crematorium which provides burial assistance services to the public. The MTA's acquisition of the property will not affect the existing buildings and will not significantly affect DHS' operations thereon except for the minimal impact attributable to ongoing construction activity.

Inasmuch as the property was at one time dedicated for cemetery purposes, the County must consider the sale in terms of abandonment of cemetery property. As such, in accordance with Section 8001 of the Health and Safety Code, the sale cannot be completed until the expiration of a 60-day period has occurred during which the County will cause to have published a notice of its intent to abandon cemetery property. The MTA has researched existing public records and cannot find any evidence that humans were interred within the area proposed to be sold; however, in the event remains are discovered, the MTA, with the County's oversight, will remove such remains in accordance with the Health and Safety Code and any other standards and practices generally observed in such matters.

Government Code Section 25365 provides the County the ability to sell or otherwise transfer surplus property to special districts such as the MTA and has been relied upon to provide the County the authority to complete this transaction.

County Counsel has reviewed all documents related to the conveyance and has approved them as to form.

The Honorable Board of Supervisors  
May 11, 2004  
Page 5

### **ENVIRONMENTAL DOCUMENTATION**

MTA prepared and approved an Environmental Impact Report (EIR) for the proposed construction of the Eastside Light Rail Line. Subsequent to the completion of said report, the MTA considered modifications to the design including the Project which necessitates the acquisition of a portion of the County property. The MTA then prepared a Modified Initial Study as an Addendum to the EIR. This Addendum considered, among other things, the Project, and concluded that none of the project enhancements, including the Project, are anticipated to result in significant adverse impacts beyond the impacts already disclosed in the EIR. Additionally the MTA concluded that the Project and its less than significant impact did not reach the threshold for preparing a supplemental EIR pursuant to Section 15162 of CEQA.

With respect to your Board's approval of the amount of compensation and the sale of the above-described property interests to MTA, the County also acts as a responsible agency for the purposes of CEQA, and therefore, we recommend that your Board independently consider and adopt the Final Supplemental Environmental Impact Statement/Final Subsequent Environmental Impact Report and Modified Initial Study/Addendum and the reports findings that the proposed Project does not result in significant adverse impacts, and that the Project will have less than significant impacts on the environment. Due to the size of the EIR it was not feasible to attach copies to this letter; however, copies of the EIR are available for review by the public and are on file in the Executive Office, 383 Kenneth Hahn Hall of Administration.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

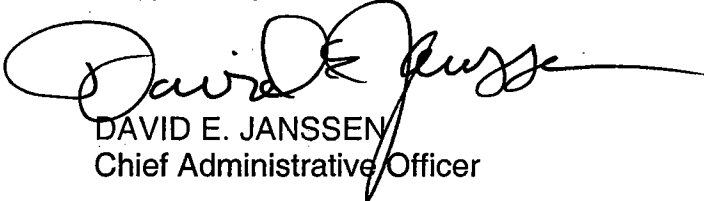
The MTA will incorporate measures during the course of construction to minimize the impact upon DHS' ongoing operations. DHS anticipates that the crematorium will continue to operate on a normal schedule; as a result services to the public should not be adversely affected. However, the widening of 1<sup>st</sup> Street resulting from this acquisition will facilitate the flow of traffic in this area for the public's benefit.

The Honorable Board of Supervisors  
May 11, 2004  
Page 6

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return the executed Purchase and Sale and Easement Agreement; Quitclaim Deed; Temporary Construction Easement Deed and; Utility Easement Deed; along with two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
CB:CK:pe

Attachments (2)

c: County Counsel  
Auditor-Controller  
Department of Health Services

MTA-3301East1st.b

ATTACHMENT A

**PURCHASE AND SALE AND EASEMENT AGREEMENT**

## **PURCHASE AND SALE AND EASEMENT AGREEMENT**

**THIS PURCHASE AND SALE AND EASEMENT AGREEMENT** (Agreement) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **COUNTY OF LOS ANGELES** (Seller), and the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (Buyer). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts, which each party agrees are true and correct:

a) Seller is the owner of certain real property located at 3301 East 1<sup>st</sup> Street, East Los Angeles in the City of Los Angeles, State of California. All improvements located thereon, and all rights, privileges, easements and appurtenances attached thereto are hereinafter referred to as the Property.

b) Seller desires to quitclaim a portion of the Property in fee (Fee Property), and grant easements for utilities and temporary use for Buyer's construction purposes on and across portions of the Property, which together with the Fee Property are legally described in Exhibit A, attached hereto and incorporated herein by reference (Deeded Property). A copy of the Quit Claim deed is attached hereto as Exhibit B and copies of the easement deeds are attached hereto as Exhibit C. Seller desires to deliver the respective deeds to Buyer, and Buyer desires to purchase the Fee Property and pay Seller compensation for the use of the easements on the Property, and accept the Deeded Property from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Consideration. The consideration paid for the Deeded Property is FOUR HUNDRED EIGHTY TWO THOUSAND FORTY FIVE AND NO/100 DOLLARS (\$482,045.00), payable by Buyer to Seller in full at least ten (10) business day prior to the conveyance of the Deeded Property. Payments will be by check made payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

4. Conveyance and Closing Date. Seller shall convey the Deeded Property to Buyer subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any; and c) the conditions listed on Exhibit(s) B and C incorporated herein.

Seller shall convey the Deeded Property on or before (i) June 15, 2004 provided approval by the County of Los Angeles Board of Supervisors (the Board) has been first obtained or (ii) a date occurring ninety (90) days after the Board approves the sale of the Deeded Property; whichever date later occurs.



5. Title. Buyer, at its sole cost and expense, has retained Orange Coast Title Company for the purpose of preparing title reports for the Property, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. Buyer has reviewed the preliminary title report dated September 27, 2002 (Title Report) and has accepted all matters of record that affect the Property. Buyer agrees to transmit a copy of any updates to the Title Report to Seller prior to Seller's execution of this Agreement.

Pursuant to the Title Report, Buyer is aware that in a deed recorded August 30, 1879, conveying property from the Los Angeles Cemetery Association to the City of Los Angeles that a restriction was placed upon the Property requiring its sole and only purpose of use as a city cemetery for the internment of all bodies that may be presented there for burial. Buyer agrees to accept the Deeded Property subject to this restriction and Buyer agrees to indemnify, defend and hold harmless Seller from any costs, including legal costs, associated with any action taken against Seller by any party as a result of Seller's participation in the sale of the Deeded Property and potential conflict with said use restriction. This indemnification shall remain in force for as long as the use restriction exists upon the Property.

6. Recording. Seller has prepared a quitclaim deed and easement deeds, and Buyer has approved said deeds, which are attached hereto and incorporated herein as Exhibit B and C indicating title to the Deeded Property to be vested in the name of the Buyer as follows: **Los Angeles County Metropolitan Transportation Authority.**

Ten (10) days prior to the conveyance of the Deeded Property, Buyer shall provide Seller with three (3) executed acceptance documents, copies of which are attached hereto and incorporated herein as Exhibit E.

Seller shall transmit to Buyer a copy of the deeds stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the following address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attn: Velma C. Marshall, Director of Real Estate

7. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Deeded Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Buyer has been given the full opportunity to inspect the Deeded Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Deeded Property if such action is required by a governmental agency having the authority to order such action.

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Deeded Property, and Buyer agrees to purchase the Deeded Property in that condition.

Buyer also acknowledges that in the event human remains are discovered in the course of Buyer's use of the Deeded Property, then Buyer shall be solely responsible for the removal and re-interment of such remains. Buyer agrees to adhere to the provisions of the California Health and Safety Code or any other law and any other standards and practices generally complied with in similar situations. Upon the discovery of such remains, Buyer must immediately notify Seller, and subject to Seller's prior consent, Buyer will advise Seller of the steps to be taken to handle the remains.

8. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Deeded Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Deeded Property.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Deeded Property shall pass from Seller to Buyer upon recordation of the deeds.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles  
Chief Administrative Office  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attn: Carlos Brea, Manager, Property Management

Buyer: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attn: Velma C. Marshall, Director of Real Estate

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

16. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

18. Utilities. Buyer, its contractors and agents shall identify all utility service lines onto the Property. In the event Buyer, its agents or contractors interrupt utility service to the Property for whatever reason, and such service interruption adversely effects Seller's ongoing operation of the Crematorium facility located on the Property, then Buyer shall pay Seller the sum of \$500 per day for each day or portion thereof that utility service is interrupted or Seller's actual loss, whichever is greater.

19. Property Improvements During Construction. Prior to the commencement of any construction on the Property, Buyer shall investigate the location of all existing irrigation lines on or near the Deeded Property. Buyer shall then modify all such irrigation systems so that the portions of the Property not granted to Buyer shall receive adequate water to sustain the existing landscape improvements. In the event Buyer's construction results in any of the existing landscape improvements dying, then Buyer shall be responsible for the replacement of all dead landscaping with equal or superior planting and furthermore, shall pay as a penalty to Seller an amount equal to two (2) times the value of the landscaping that was replaced.

20. Signage. Buyer shall be solely responsible for the cost and installation of temporary and permanent signage as follows:

**TEMPORARY SIGNAGE:** Simultaneous to the commencement of construction, Buyer or its contractors shall arrange for the temporary installation of signage, the size and placement of which shall be sufficient so that a motorist can easily observe the signs from 1<sup>st</sup> Street. At a minimum, the signage shall identify "THE LOS ANGELES COUNTY CREMATORIUM" and "3301". Additionally, Buyer and/or its contractor shall place temporary signage along the driveway so that Seller and Seller's invitees can easily follow a designated path of travel including identification of designated parking areas.

**PERMANENT SIGNAGE:** Buyer and/or its contractors shall provide a permanent sign to be installed by Buyer on the wall being constructed by Buyer's contractor and in an area designated by Seller. Such permanent signage shall be constructed of metal and have raised lettering approximately 2 feet by 4 feet with the following lettering "THE COUNTY OF LOS ANGELES CREMATORIUM" or such other lettering as determined in Seller's sole discretion. Additionally, Buyer and its contractor shall install raised metal lettering identifying "3301" in an area designated by Seller. At least four (4) weeks prior to the completion of the permanent driveway, Buyer shall provide Seller with artwork identifying the proposed location of the signage, the metal materials to be used and the layout, upon Seller's approval of the artwork, Buyer shall install the signage to coincide with the completion of the permanent driveway.

21. Access During Construction. During the period the temporary construction easement is in place, Seller shall have uninterrupted access to the Property 24-hours per day, seven days per week along and over a temporary roadway to be built at Buyer's sole cost and expense and in accordance with generally accepted construction standards. During the hours of 7:00 AM to 5:00 PM, Monday through Friday, Buyer, its contractors and agents, agree not to lock any gates or otherwise obstruct Seller's and Seller's invitees access to the Property. At all other times, Buyer, its contractors and agents shall have the option to secure the access road provided not more than one (1) locked gate is installed along the access route and Seller is provided a key or other means to access the locked gate.

22. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: Velma C. Marshall  
Velma C. Marshall  
Director of Real Estate

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens  
Executive Officer, Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By L. W. Pellman  
Deputy for MTA

By Kathleen D. Felice  
Deputy for County of Los Angeles

## **LEGAL DESCRIPTIONS**

Exhibit A

EXHIBIT A-1

PARCEL NO. ES-621-2

APN: 5179-001-904

ESTATE: TEMPORARY  
CONSTRUCTION EASEMENT

TITLE COMPANY:  
Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street; Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 10 MINUTES 21 SECONDS EAST 112.49 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 72.70 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 45 SECONDS WEST 33.00 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 45.00 FEET; THENCE NORTH 28 DEGREES 18 MINUTES 45 SECONDS EAST 33.00 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 265.24 FEET; THENCE SOUTH 50 DEGREES 29 MINUTES 34 SECONDS EAST 130.78 FEET TO THE NORTHWESTERLY LINE OF SAID LORENA STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27 DEGREES 45 MINUTES 02 SECONDS 21.49 FEET; THENCE SOUTH 66 DEGREES 45 MINUTES 10 SECONDS WEST 19.30 FEET TO A LINE PARALLEL WITH AND 28.00 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE ALONG SAID PARALLEL LINE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST 413.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 94.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 12 MINUTES 00 SECONDS; THENCE TANGENT TO SAID CURVE NORTH 74 DEGREES 53 MINUTES 15 SECONDS WEST 36.33 FEET; THENCE NORTH 81 DEGREES 27 MINUTES 02 SECONDS WEST 26.24 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE PROPERTY ABOVE DESCRIBED AND DESIGNATED BY 20 +/- UNMARKED GRAVES CONSISTING OF AN AREA 75 FEET NORTH/SOUTH BY 30 FEET EAST/WEST.

EXHIBIT

A-2

PARCEL NO. ES-621-1

APN: 5179-001-904

ESTATE: FEE

TITLE COMPANY:

Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street; Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET TO A POINT; THENCE SOUTH 81 DEGREES 27 MINUTES 02 SECONDS EAST 26.24 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 15 SECONDS EAST 36.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE EASTERLY 94.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 12 MINUTES 00 SECONDS TO A LINE PARALLEL WITH AND 28.00 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE TANGENT TO SAID CURVE AND ALONG SAID PARALLEL LINE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 413.24 FEET; THENCE NORTH 66 DEGREES 45 MINUTES 10 SECONDS EAST 19.30 FEET TO THE NORTHWESTERLY LINE OF SAID LORENA STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27 DEGREES 45 MINUTES 02 SECONDS 43.12 FEET TO THE POINT OF BEGINNING.



EXHIBIT

A-3

PARCEL NO. ES-621-3

APN: 5179-001-904

ESTATE: UTILITY EASEMENT

TITLE COMPANY:

Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street; Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET; THENCE SOUTH 81 DEGREES 27 MINUTES 02 SECONDS EAST 26.24 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 15 SECONDS EAST 36.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE EASTERLY 59.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8 DEGREES 17 MINUTES 07 SECONDS TO THE TRUE POINT OF BEGINNING; THENCE NON-TANGENT TO SAID CURVE NORTH 22 DEGREES 38 MINUTES 21 SECONDS EAST 66.29 FEET; THENCE SOUTH 67 DEGREES 21 MINUTES 39 SECONDS EAST 10.00 FEET; THENCE SOUTH 22 DEGREES 38 MINUTES 21 SECONDS WEST 66.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 24 DEGREES 47 MINUTES 44 SECONDS EAST; THENCE WESTERLY 10.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 23 MINUTES 53 SECONDS TO THE TURE POINT OF BEGINNING.

**QUITCLAIM DEED**

**Exhibit B**

RECORDING REQUESTED BY & MAIL TO  
Metropolitan Transportation Authority  
One Gateway Plaza  
Mail Stop 99-14-1  
Los Angeles, CA 90012-2952  
Attn: Velma Marshall

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 5179 001 904 (portion)

## QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby surrender, quitclaim and release to **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, hereinafter referred to as "Grantee", all of the County's right, title and interest in and to the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A" hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said Property.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantee, at Grantee's sole cost and expense, shall restore the existing improvements in a manner satisfactory to Grantor, including but not limited to the driveway, entrance features and retaining walls.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. Grantee shall timely dedicate the portions of the Property improved as vehicular roadway to the City of Los Angeles as a right of way for street purposes.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By: \_\_\_\_\_

Don Knabe  
Chairman, Board of Supervisors

STATE OF CALIFORNIA) )  
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles:

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

By Kathleen D. DeLue  
Deputy

EXHIBIT

A-12

PARCEL NO. ES-621-1

APN: 5179-001-904

ESTATE: FEE

TITLE COMPANY:

Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street; Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET TO A POINT; THENCE SOUTH 81 DEGREES 27 MINUTES 02 SECONDS EAST 26.24 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 15 SECONDS EAST 36.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE EASTERLY 94.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 12 MINUTES 00 SECONDS TO A LINE PARALLEL WITH AND 28.00 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE TANGENT TO SAID CURVE AND ALONG SAID PARALLEL LINE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 413.24 FEET; THENCE NORTH 66 DEGREES 45 MINUTES 10 SECONDS EAST 19.30 FEET TO THE NORTHWESTERLY LINE OF SAID LORENA STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27 DEGREES 45 MINUTES 02 SECONDS 43.12 FEET TO THE POINT OF BEGINNING.

**TEMPORARY CONSTRUCTION EASEMENT  
UTILITY EASEMENT**

Exhibit C

RECORDING REQUESTED BY & MAIL TO  
Metropolitan Transportation Authority  
One Gateway Plaza  
Mail Stop 99-14-1  
Los Angeles, CA 90012-2952  
Attn: Velma Marshall

Space above this line for Recorder's use  
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 5179 001 904 (portion)

## TEMPORARY EASEMENT

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, hereinafter referred to as "Grantee", a temporary easement for construction purposes across the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. In the event Grantee has not completed construction, including the installation of improvements as provided in Paragraph f. below, by May 15, 2005, then Grantee shall remain in possession of the Property and shall pay Grantor a fee on the first of each month equal to \$6,500 per month or portion thereof for each month Grantee remains in possession of the Property. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, on December 31, 2006. Thereafter, Grantee shall have no further rights pursuant to this Easement Deed.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement Deed.
- e. The provisions and conditions contained in the Easement Deed shall be binding upon Grantee, its successors and assigns.
- f. Upon termination of this Easement Deed or immediately upon Grantees abandonment of the Property, whichever first occurs, Grantee shall restore the entire easement area in accordance with plan nos. C-3034; C-3035; C-3037, dated no earlier than 3/31/03 including: the reseedling of native vegetation or new lawn as deemed appropriate by Grantor; installation of an irrigation system to support the new plantings and: installation of new pavement, curb and gutter.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Don Knabe  
Chairman, Board of Supervisors

STATE OF CALIFORNIA) )  
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles:

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

By Kathleen D. Illie  
Deputy



EXHIBIT

A

PARCEL NO. ES-621-2

APN: 5179-001-904

ESTATE: TEMPORARY  
CONSTRUCTION EASEMENT

TITLE COMPANY:

Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street, Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 10 MINUTES 21 SECONDS EAST 112.49 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 72.70 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 45 SECONDS WEST 33.00 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 45.00 FEET; THENCE NORTH 28 DEGREES 18 MINUTES 45 SECONDS EAST 33.00 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 15 SECONDS EAST 265.24 FEET; THENCE SOUTH 50 DEGREES 29 MINUTES 34 SECONDS EAST 130.78 FEET TO THE NORTHWESTERLY LINE OF SAID LORENA STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27 DEGREES 45 MINUTES 02 SECONDS 21.49 FEET; THENCE SOUTH 66 DEGREES 45 MINUTES 10 SECONDS WEST 19.30 FEET TO A LINE PARALLEL WITH AND 28.00 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE ALONG SAID PARALLEL LINE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST 413.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 94.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 12 MINUTES 00 SECONDS; THENCE TANGENT TO SAID CURVE NORTH 74 DEGREES 53 MINUTES 15 SECONDS WEST 36.33 FEET; THENCE NORTH 81 DEGREES 27 MINUTES 02 SECONDS WEST 26.24 FEET TO THE TURE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE PROPERTY ABOVE DESCRIBED AND DESIGNATED BY 20 +/- UNMARKED GRAVES CONSISTING OF AN AREA 75 FEET NORTH/SOUTH BY 30 FEET EAST/WEST.

RECORDING REQUESTED BY & MAIL TO  
Metropolitan Transportation Authority  
One Gateway Plaza  
Mail Stop 99-14-1  
Los Angeles, CA 90012-2952  
Attn: Velma Marshall

Space above this line for Recorder's use \_\_\_\_\_

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 5179 001 904 (portion)

## UTILITY EASEMENT

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, hereinafter referred to as "Grantee", an easement for the purposes of installing, maintaining and repairing overhead utility service, poles and support apparatus, and no other purposes, upon the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon Grantee's abandonment of the utility pole(s) installed upon the Property. Thereafter, Grantee shall have no further rights pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement Deed.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- f. Upon termination of this Easement or immediately upon Grantees abandonment of the Property, whichever first occurs, Grantee shall remove the pole(s) and any other support apparatus installed on the Property.
- g. County reserves the right to use the Property for any and all purposes consistent with enjoyment of the easement herein granted.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Don Knabe  
Chairman, Board of Supervisors

STATE OF CALIFORNIA) )  
COUNTY OF LOS ANGELES) ) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles:

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

By   
Deputy

EXHIBIT

A

PARCEL NO. ES-621-3

APN: 5179-001-904

ESTATE: UTILITY EASEMENT

TITLE COMPANY:

Orange Coast Title Company  
of Los Angeles

ORDER NO. W302197-3

Contract No.: C0800

PROPERTY ADDRESS: 3301 E. 1st Street; Los Angeles, CA; 90063

GRANTOR: The County of Los Angeles

LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 463 AND 464 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET; THENCE NORTH 61 DEGREES 41 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF 1<sup>ST</sup> STREET 579.44 FEET; THENCE SOUTH 81 DEGREES 27 MINUTES 02 SECONDS EAST 26.24 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 15 SECONDS EAST 36.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET; THENCE EASTERLY 59.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8 DEGREES 17 MINUTES 07 SECONDS TO THE TRUE POINT OF BEGINNING; THENCE NON-TANGENT TO SAID CURVE NORTH 22 DEGREES 38 MINUTES 21 SECONDS EAST 66.29 FEET; THENCE SOUTH 67 DEGREES 21 MINUTES 39 SECONDS EAST 10.00 FEET; THENCE SOUTH 22 DEGREES 38 MINUTES 21 SECONDS WEST 66.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 410.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 24 DEGREES 47 MINUTES 44 SECONDS EAST; THENCE WESTERLY 10.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 23 MINUTES 53 SECONDS TO THE TURE POINT OF BEGINNING.

## **TITLE REPORT**

**Exhibit D**

ORANGE COAST TITLE COMPANY  
OF LOS ANGELES  
640 NORTH TUSTIN #208  
SANTA ANA, CA 92705  
(714) 558-2836 (800) 540-3515

PRELIMINARY REPORT

METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA

ATTENTION: LYNN BELL  
YOUR REF.: 5179-001-904

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, ORANGE COAST TITLE COMPANY HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF SEPTEMBER 27, 2002 AT 7:30 A.M.

  
JOHN MOLITONI  
TITLE OFFICER  
FAX #: 714-836-0349

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

PRELIMINARY REPORT

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE COUNTY OF LOS ANGELES

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 IN BLOCK 75 OF HANCOCK'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 463 AND 464, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LORENA STREET WITH THE NORTHEASTERLY LINE OF FIRST STREET; THENCE NORTH  $61^{\circ} 59' 30''$  WEST ALONG THE NORTHEASTERLY LINE OF FIRST STREET, A DISTANCE OF 579.44 FEET TO A POINT; THENCE NORTH  $64^{\circ} 52' 06''$  EAST A DISTANCE OF 202.73 FEET TO A POINT; THENCE NORTH  $43^{\circ} 05' 42''$  EAST A DISTANCE OF 32.25 FEET TO A POINT; THENCE NORTH  $64^{\circ} 49' 22''$  EAST A DISTANCE OF 87.89 FEET TO A POINT; THENCE NORTH  $61^{\circ} 06' 13''$  EAST A DISTANCE OF 72.45 FEET TO A POINT; THENCE NORTH  $56^{\circ} 44' 43''$  EAST A DISTANCE OF 86.88 FEET TO A POINT; THENCE NORTH  $53^{\circ} 18' 55''$  EAST A DISTANCE OF 120.67 FEET TO A POINT; THENCE NORTH  $51^{\circ} 26' 04''$  EAST A DISTANCE OF 79.82 FEET TO A POINT; THENCE NORTH  $36^{\circ} 30' 54''$  EAST A DISTANCE OF 55.88 FEET TO A POINT; THENCE NORTH  $33^{\circ} 11' 55''$  EAST A DISTANCE OF 56.60 FEET TO A POINT; THENCE NORTH  $28^{\circ} 47' 05''$  EAST A DISTANCE OF 63.28 FEET TO A POINT; THENCE NORTH  $24^{\circ} 45' 52''$  EAST A DISTANCE OF 72.02 FEET TO A POINT; THENCE NORTH  $17^{\circ} 07' 20''$  EAST A DISTANCE OF 56.59 FEET TO A POINT; THENCE NORTH  $10^{\circ} 53' 25''$  EAST A DISTANCE OF 55.42 FEET TO A POINT; THENCE NORTH  $2^{\circ} 00' 28''$  EAST A DISTANCE OF 47.23 FEET TO A POINT; THENCE NORTH  $10^{\circ} 07' 21''$  WEST A DISTANCE OF 56.50 FEET TO A POINT; THENCE NORTH  $27^{\circ} 10' 21''$  WEST A DISTANCE OF 55.69 FEET TO A POINT; THENCE NORTH  $45^{\circ} 01' 31''$  WEST A DISTANCE OF 64.16 FEET TO A POINT; THENCE NORTH  $30^{\circ} 00' 57''$  EAST A DISTANCE OF 126.38 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF BROOKLYN AVENUE; THENCE SOUTH  $62^{\circ}$  EAST ALONG THE SOUTHWESTERLY LINE OF BROOKLYN AVENUE A DISTANCE OF 395.15 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LORENA STREET; THENCE SOUTH  $27^{\circ} 26'$  WEST ALONG THE NORTHWESTERLY LINE OF LORENA STREET A DISTANCE OF 1,202.08 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF LAND DESCRIBED IN DEED RECORDED DECEMBER 23, 1964 AS INSTRUMENT NO. 1851.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. ACCORDING TO THE LATEST AVAILABLE EQUALIZED ASSESSMENT ROLL IN THE OFFICE OF THE COUNTY TAX ASSESSOR'S PARCEL NUMBER(S) FOR THE HEREIN MENTIONED LEGAL DESCRIPTION IS 5179-001-904. IT IS A WHOLLY OWNED AND FULLY EXEMPTED GOVERNMENTAL PROPERTY.
- B. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF SECTION 75, ET SEQ. OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
1. EASEMENTS OVER ANY OF THE STREETS, ROADS, ALLEYS, WALKS, PATHS, PARKS OR PARKWAYS, SHOWN ON THE MAPS OF SAID CEMETERY OR CEMETERIES.
2. RESTRICTIONS IMPOSED BY LAW REGARDING THE USE AND DISPOSITION OF SAID LAND OR OF SPACE WITHIN ANY MAUSOLEUM OR COLUMBARIUM ERECTED THEREON, RESULTING FROM THE USE OR DEDICATION OF SAID LAND FOR CEMETERY PURPOSES.
3. COVENANTS, CONDITIONS AND RESTRICTIONS IN AN INSTRUMENT RECORDED IN BOOK 69, PAGE 234, OF DEEDS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

REFERENCE IS HEREBY MADE TO THE ABOVE DOCUMENT FOR FULL PARTICULARS.

4. AN OIL AND GAS LEASE AFFECTING THIS AND OTHER PROPERTY EXECUTED BY THE OWNER OF SAID LAND AND BY OTHERS AS OWNERS OF OTHER LAND, FOR THE TERM AND UPON THE TERMS, COVENANTS AND PROVISIONS THEREIN PROVIDED  
RECORDED: JULY 7, 1947 AS INSTRUMENT NO. 1110, OFFICIAL RECORDS.  
DATED: NOT SHOWN  
TERM: AS PROVIDED THEREIN  
LESSOR: COUNTY OF LOS ANGELES  
LESSEE: RICHFIELD OIL CORPORATION

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

5. ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH A CORRECT SURVEY WOULD SHOW.
6. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AS TO MATTERS AFFECTING TITLE TO REAL PROPERTY AND WHICH ARE VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
7. THE PREMIUM FOR A POLICY OF TITLE INSURANCE, IF ISSUED, WILL BE BASED ON THE CONTRACT RATE.
8. THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY EFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON. THE NAME SEARCH NECESSARY TO ASCERTAIN THE EXISTENCE OF SUCH MATTERS HAS NOT BEEN COMPLETED AND WILL REQUIRE A STATEMENT OF INFORMATION FROM ALL PARTIES IN ORDER TO COMPLETE THIS REPORT.



NOTES

NOTE NO. 1

"CALIFORNIA STATE SENATE BILL NUMBER 2319, EFFECTIVE JANUARY 1, 1991, REQUIRES THAT THE BUYER IN ALL SALES OF CALIFORNIA REAL ESTATE, WHEREIN THE SELLER SHOWS AN OUT OF STATE ADDRESS, WITHHOLD 3 1/3 % OF THE TOTAL SALES PRICE AS CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED."

NOTE NO. 2

PAYOFF INFORMATION:

NOTE: THIS COMPANY DOES REQUIRE CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING.

IF THE DEMAND IS EXPIRED AND A CORRECT DEMAND CANNOT BE OBTAINED, OUR REQUIREMENTS WILL BE AS FOLLOWS:

- A. IF THIS COMPANY ACCEPTS A VERBAL UPDATE ON THE DEMAND, WE MAY HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT. THE AMOUNT OF THIS HOLD WILL BE OVER AND ABOVE THE VERBAL HOLD THE LENDER MAY HAVE STIPULATED.
- B. IF THIS COMPANY CANNOT OBTAIN A VERBAL UPDATE ON THE DEMAND, WE WILL EITHER PAY OFF THE EXPIRED DEMAND OR WAIT FOR THE AMENDED DEMAND, AT THE DISCRETION OF THE ESCROW.

NOTE NO. 3

IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED.

IF FUNDS ARE TO BE DEPOSITED WITH ORANGE COAST TITLE COMPANY BY WIRE TRANSFER, THEY SHOULD BE WIRED TO THE FOLLOWING BANK/ACCOUNT:

WIRING INSTRUCTIONS

COMERICA BANK  
611 ANTON BOULEVARD  
COSTA MESA, CA 92626

ACCOUNT NAME: ORANGE COAST TITLE  
ACCOUNT NUMBER: 1891629857  
ABA NUMBER: 121137522

PAYOFF FAX NO. (714) 541-3275

PLEASE REFERENCE ORDER NO. W302197-3 AND JOHN MOLTONI, TITLE OFFICER

JM/SK

## **CERTIFICATES OF ACCEPTANCE**

**Exhibit E**

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the attached document is hereby accepted by the Los Angeles County Metropolitan Transportation Authority (MTA) under the authority delegated to the MTA's Director of Real Estate and consents to the recordation thereof by its duly authorized officer.

MTA agrees that it will indemnify and save harmless County of Los Angeles, its officers, agents, and/or employees from any and all liability, loss or damage to which County of Los Angeles, its officers, agents and/or employees may be subjected as the result of any act or omission by MTA, its agents or employees, arising out of the exercise by MTA, or its officers, agents or employees, of any of the rights granted to it by this instrument.

Dated this 1st day of April, 2004.

By: Velma C. Marshall  
Velma C. Marshall  
Director of Real Estate

ATTACHMENT B

**DECLARATION OF ABANDONMENT OF LANDS  
FOR CEMETERY PURPOSES AND INTENTION TO REMOVE  
HUMAN BODIES INTERRED THEREIN**

**RESOLUTION OF ABANDONMENT OF LANDS FOR CEMETERY PURPOSES AND  
OF INTENTION TO REMOVE HUMAN BODIES INTERRED THEREIN**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles,  
State of California:

A. The County of Los Angeles owns the below described property  
("Cemetery Property") located at 3301 East 1st Street, East Los Angeles, California,  
which is a dedicated cemetery. The Metropolitan Transit Authority (MTA) has asked the  
County to convey, or grant easements to, surplus portions of the Cemetery Property for  
purposes of construction of the proposed Eastside Light Rail's East Portal and widening  
of 1st Street in conjunction therewith. To the best of the County's knowledge no bodies  
were interred within the surplus portion of the Cemetery Property proposed to be  
conveyed to MTA.

B. As it appears to the Board of Supervisors of Los Angeles County that;1) it  
is necessary that the property described below ("Surplus Property") be used for  
purposes other than use as a cemetery; 2) the Surplus Property is located on the site of  
an existing county institution, the County Crematorium, maintained for the relief of the  
indigent, sick and afflicted; 3) adequate facilities are otherwise provided for by the  
County for the burial of the indigent dead, and; 4) the Surplus Property was, to the best  
of the County's knowledge, never used for the burial of the indigent dead, the County of  
Los Angeles intends to abandon the Surplus Property portions of the Cemetery Property  
for cemetery purposes.

C. The Cemetery Property is described as: a 4.1 acre area existing at 3301 East 1st Street, City of Los Angeles identified as a portion of Lot 1, in Block 75 of Hancock's Survey as per map recorded in Book 1 pages 463 and 464, Miscellaneous Records, in the office of the County Recorder; while the Surplus Property is more particularly described as a portion of the Cemetery Property identified as a 27 foot (more or less) strip of land area running parallel to East 1st Street for a distance of 580 feet consisting of 14,862 square feet.

D. The Executive Officer, Board of Supervisors, shall cause a "Notice of Declaration of Abandonment of Lands for Cemetery Purposes and of Intention to Remove Human Bodies Interred Therein" to be published once a week for four consecutive weeks in the Eastside Journal, Daily Commerce and LA Opinion publications, determined by the Board of Supervisors of the County of Los Angeles, State of California, to be the publication most likely to give notice to the parties concerned. The notice shall specify a date on or after 61 days following publication of the first notice, when the County of Los Angeles will proceed to remove the human remains, if any, then remaining in the Surplus Property.

The foregoing resolution was on the \_\_\_\_ day of \_\_\_\_\_, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VERONA-LUKENS  
Executive Officer-Clerk of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE COUNTY COUNSEL

By Kathleen O'Brien  
Senior Deputy